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7-1-1966

## Ford Dealers Association and Automobile Mechanics' Local 701

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## Ford Dealers Association and Automobile Mechanics' Local 701

### Location

Chicago, IL

### Effective Date

7-1-1966

### Expiration Date

July 1969

### Number of Workers

618

### Employer

No employer specified

### Union

Automobile Mechanic's Local Union

### Union Local

701

### NAICS

44

### Sector

P

### Item ID

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### Comments

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## AGREEMENT

This Agreement made and entered into is by and between \_\_\_\_\_, hereinafter called the Dealer, and AUTOMOBILE MECHANICS' LOCAL NO. 701, International Association of Machinists & Aerospace Workers, AFL-CIO., of Chicago and vicinity, hereinafter called the Union. It is negotiated for the purpose of specifying wage schedules, hours of work, conditions of employment, adjustment of complaints between the Dealer and his mechanics, apprentices and semi-skilled workers (hereinafter sometimes referred to as "employee" or "employees") and for the further purpose of preventing strikes, lockouts and other disturbances, thus insuring and perpetuating harmonious relations between the Dealer and the Union.

WITNESSETH:

## ARTICLE I

### UNION RECOGNITION

Section 1. The Dealer recognizes the Union as the exclusive bargaining agency for all mechanics, apprentices and semi-skilled workers employed by him.

Section 2 (a) The Dealer agrees that all mechanics, apprentices and semi-skilled workers employed by him shall become members of the Union on or after thirty-one (31) days of the date of the execution of this Agreement and all employees of these classifications shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement.

(b) All new employees of the aforesaid classifications hired after the date of the execution of this Agreement shall, on or after thirty-one (31) days of employment, as a condition hereof, become and remain members of the Union in good standing for the duration of this Agreement.

Section 3. The Dealer agrees to deduct regular Union dues, initiation fees and reasonable assessments from wages due members of the Union who have signed

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proper authorization cards, on the first pay day of each month, and to forward such amounts to the Union. The Union will supply the Dealer with signed individual checkoff authorization cards.

## ARTICLE II

### CLASSIFICATIONS

Section 1. It is mutually understood and agreed that the term "Mechanic" shall apply to any person of skill satisfactory to the Dealer who repairs automobiles or parts thereof or who paints or performs metal work in the repair or reconditioning of automobile bodies or parts thereof, and shall also apply to any person who uses any piece of equipment, that is, mechanical, electrical or any other method used in diagnosing, checking and/or inspection of an automobile or parts thereof. It is further understood, however, that employees working on or in the Dealer's new and minor used car reconditioning departments shall not, necessarily, be deemed journeyman mechanics because of making minor adjustments or repairs on new or used cars.

Section 2. The term "Semi-Skilled Worker" shall apply to any person who shall assist any mechanic in the repair of automobiles or the parts thereof or who shall grease automobiles or parts thereof or who shall be engaged in new car make-ready, minor inspection, adjustment and/or repair, minor used car reconditioning. It is understood that semi-skilled workers shall not be permitted to use mechanic's tools on work requiring a skilled mechanic or perform any such work unless under the supervision of a mechanic.

Section 3. The term "Apprentice" shall apply to any person who shall contract with the Dealer for a specified period of time for the purpose of learning the trade of Automobile Mechanic.

Section 4. The term "Mechanic" as used in Section 1 of this Article II shall not include service managers, service writers or supervisors, as defined in the Taft-Hartley Act as amended.

Section 5. Any work not falling within one of the above classifications will be classified and a rate for that work will be established which is mutually satisfactory to the Dealer, the Union and the employee involved.

## ARTICLE III

### WAGES

Section 1. Method of Compensation. Effective July 1, 1966, mechanics, semi-skilled workers and apprentices working on flat rate shall be compensated

on the basis of fifty per cent (50%) of the Dealer's charge to the customer for work performed or fifty per cent (50%) of the Factory Flat Rate Manual rate, whichever is the higher.

All Factory Warranty work and other work on new and used car and truck reconditioning prior to sale shall be considered to be internal work. Such work, and work that is performed for police, city and any other contract work, shall be considered the same as Factory Warranty work and shall be compensated for on the flat rate basis according to the time allowances in the printed Factory Flat Rate Manual.

Where work is performed on a car or truck during an extended warranty period beyond the regular and publicized warranty period set by the factory the men doing such work shall be paid on the same basis as they are normally paid for regular customer work or on the Factory Flat Rate Manual rate, whichever is higher. All special warranty work allowed by the factory shall be assumed by the Dealer.

- (A) Effective July 1, 1966: The labor rate for all customer work and effective not later than August 1, 1966 for all factory warranty (1863) and customer work including mechanical, accessories and assembly work, shall not be less than that allowed by the factory for warranty work (1863). In no case shall this produce less than a base rate of three dollars and sixty-two and one-half cents (\$3.625) per operational hour for passenger car and light trucks (Models F100 through 350), and a base rate of not less than three dollars and eighty-seven and one-half cents (\$3.875) per operational hour for all truck work for models above #350.
- (B) Effective July 1, 1967: This shall increase the passenger car and light trucks (Models F100 through 350) rate to not less than a base rate of three dollars and seventy-five cents (\$3.75) per operational hour, and a base rate of not less than four dollars (\$4.00) per operational hour for all truck work for models above #350.
- (C) Effective July 1, 1968: This shall increase the passenger car and light trucks (Models F100 through 350) rate to not less than a base rate of three dollars and eighty-seven and one-half cents (\$3.875) per operational hour, and a base rate of not less than four dollars and twelve and one-half cents (\$4.125) per operational hour for all truck work for models above #350.

Should the factory increase the money allowance to the Dealer for Warranty Work (1863) the flat rate employee shall participate in the increase on a 50/50 basis. This shall also apply to any increase on customer charges but it shall not apply to the twenty-five cents (25¢) service charge on customer work.

## Wages

There shall be a "hard copy" attached to all mechanical and other jobs when they go into work and such "hard copy" shall indicate the time and/or charge for the job. The service charge of twenty-five cents (25¢) per operational hour shall be a separate item and shall not show as part of time or money that the mechanic is paid on. In no case shall a percentage less than fifty percent (50%) be used in computing mechanic's earnings.

Subsection A

Greasers on flat rate shall be paid on the basis of fifty percent (50%) of the regular list price for the grease job. This shall not be less than seventy-five cents (75¢) net per job to the greaser.

Subsection B

All body and paint shop work shall be performed on the basis of and according to the conditions set forth in Section 20 of this Article.

Subsection C - Materials

A service charge to the customer but not to exceed twenty-five cents (25¢) for each operational hour may be levied by the Dealer for materials required to do mechanical work and the mechanic shall not participate in this service charge on the 50/50 basis or on any other basis.

There shall be no reduction in the time or money previously allowed to the mechanic because of this service charge for supplies.

There shall be no service charge added to any operation pertaining to Factory Warranty (1863), greasing, insurance, body, paint shop work or specials.

Should it become necessary or desirable to reduce the labor charge to the customer during the life of this Agreement, the first reduction that is made shall be in the service charge. Should a further reduction in the labor charge to the customer be required, the Dealer and the Union will confer together at any time during the life of this Agreement and attempt to arrive at a mutually satisfactory agreement with reference to such further reduction.



Section 2. Effective July 1, 1966, on work which is not ordinarily flat rated and is performed by a skilled mechanic, such work shall be flat rated for flat rate mechanics so as to yield at least three dollars and twenty-two cents (\$3.22) per hour in earnings to such flat rate mechanics. Effective July 1, 1967, this rate shall be increased to three dollars and thirty-two cents (\$3.32). Effective July 1, 1968, this rate shall be increased to three dollars and forty-three cents (\$3.43).

Subsection A

Where there is work to be done in excess of the flat rate operation listed in the Flat Rate Manual, such work shall be paid for at the hourly rate set forth in this Section.

Example: To remove and replace door trim is a flat rate operation and employees shall be paid on the time so listed. When there is other work to be done, such as removing rattles or squeaks in the door, in conjunction with this operation, such work shall be paid for at the hourly rate for time so spent.

Section 3. Check or Inspection Work. Effective July 1, 1966, where the mechanic does check or inspection work and does not get the job immediately he shall be paid at the mechanic's regular rate of three dollars and twenty-two cents (\$3.22) per hour for such check or inspection work. Effective July 1, 1967, this rate shall be increased to three dollars and thirty-two cents (\$3.32) per hour. Effective July 1, 1968, this rate shall be increased to three dollars and forty-three cents (\$3.43) per hour. Where the mechanic does check or inspection work and then gets the job, the first fifteen (15) minutes of check or inspection work need not be paid for by the Dealer.

Section 4. Minimum Pay. Mechanics working on flat rate shall be paid for one-half (1/2) hour's work where the total time on any total job ticket for customer work only is less than one-half (1/2) hour. This shall not apply to any factory warranty (1863) work.

Section 5. On "Specials" the mechanic shall suffer no reduction in earnings and shall be paid the appropriate flat rate percentage of the "regular" price, in accordance with Article III, Section 1, except where a Dealer wishes to run a special for a reasonable specified period of time, the men in the department involved will share in the reduced income provided they agree to do so by a vote.

Section 6. "Major" repair work is to go through the line and is not to be done by employees in the semi-skilled classification unless such employees are paid for such work on the same basis as journeyman mechanics.

Section 7. Employees working on imported automobiles shall be guaranteed not less than the hourly rate for their wage classification while on such work.

Section 8. Work Assignments. Work assignments shall be made as fairly as possible. If inequities occur or if an unreasonable amount of time is lost because of lack of necessary shop equipment, these matters shall be examined in accordance with the procedures set forth in Article VIII of this Agreement. Employees may "team up" on jobs in the shop provided the men involved or who would be affected agree by a majority vote.

Section 9. Come-Back Work. Where any mechanic, apprentice or semi-skilled worker has done assigned work and through no fault of his own this work has to be done over, such employee shall be compensated for the time spent on such re-work at his regular rate of compensation.

Subsection A - Customer Work

If a job comes back within a period of thirty (30) days, and it has to be done again because of the mechanic's fault, he shall do the job over without pay. A mechanic required to perform come-back work away from the premises of the Dealer shall be paid not less than the minimum hourly rate for time so spent. This shall be subject to review by the Union.

Subsection B - Police, City and Truck Work

If a job comes back within a period of thirty (30) days or after having been driven four thousand (4,000) miles, whichever is the sooner, and it has to be done again because of the mechanic's fault, he shall do the job over without pay. This shall be subject to review by the Union.

Section 10. General Increase. Effective July 1, 1966, hourly rated employees of all journeyman classifications, including those who had been receiving in excess of the rates shown in the Agreement expiring June 30, 1966, shall receive the sixteen cents (16¢) per hour increase as shown in this Agreement. Effective July 1, 1966, semi-skilled workers and those employed on new car make-ready or minor used car reconditioning, including those who had been receiving in excess of the rates shown in the Agreement expiring June 30, 1966, shall receive the eleven cents (11¢) per hour increase as shown in this Agreement.

Effective July 1, 1967, hourly rated employees of all journeyman classifications, including those who had been receiving in excess of the rates which expire June 30, 1967, shall receive the ten cents (10¢) per hour increase as shown in this Agreement. Effective July 1, 1967, semi-skilled workers and those employed on new car make-ready or minor used car reconditioning, including those who had been receiving in



## Wages

excess of the rates which expire June 30, 1967, shall receive the eight cents (8¢) per hour increase as shown in this Agreement.

Effective July 1, 1968, hourly rated employees of all journeyman classifications, including those who had been receiving in excess of the rates which expire June 30, 1968, shall receive the eleven cents (11¢) per hour increase as shown in this Agreement. Effective July 1, 1968, semi-skilled workers and those employed on new car make-ready or minor used car reconditioning, including those who had been receiving in excess of the rates which expire June 30, 1968, shall receive the nine cents (9¢) per hour increase as shown in this Agreement.

Section 11. Mechanic's Hourly Rate. Effective July 1, 1966, where mechanics and painters are regularly employed by the Dealer on the straight hourly basis, they shall be paid a minimum of three dollars and twenty-two cents (\$3.22) per hour. Effective July 1, 1967, this rate shall be increased to three dollars and thirty-two cents (\$3.32) per hour. Effective July 1, 1968, this rate shall be increased to three dollars and forty-three cents (\$3.43) per hour.

Section 12. Semi-Skilled Hourly Rates. Effective July 1, 1966, semi-skilled workers and those employed on new car make-ready or minor used car reconditioning, the minimum rates of pay shall be paid according to the following schedule:

Subsection A

- (a) During the first six (6) months of employment \$2.43 per hour;  
During the second six (6) months of employment \$2.53 per hour.
- (b) Effective July 1, 1967, the rate shall be \$2.51 per hour for the first six (6) months of employment;  
During the second six (6) months of employment the rate shall be \$2.61 per hour.
- (c) Effective July 1, 1968, the rate shall be \$2.60 per hour for the first six months of employment;  
During the second six (6) months of employment the rate shall be \$2.70 per hour.

Subsection B

Any employee in this classification, while engaged in minor used car preparation, shall be paid a differential above the rates specified above which is satisfactory to the Dealer and the employee, subject to review by the Union.

Section 13. Apprentice Rates. Apprentices shall be compensated at the rates and for the period of time served, according to the following schedule:

ART. III - Cont'd.  
Wages - Apprentice Rates

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July 1, 1966 to July 1, 1967

1st six months	56% of \$3.22 or \$1.80 per Hour
2nd six months	60% of 3.22 or 1.93 " "
3rd six months	70% of 3.22 or 2.25 " "
4th six months	75% of 3.22 or 2.42 " "
5th six months	80% of 3.22 or 2.58 " "
6th six months	85% of 3.22 or 2.74 " "
7th six months	90% of 3.22 or 2.90 " "
8th six months	95% of 3.22 or 3.06 " "
Thereafter	100% of 3.22 or 3.22 " "

July 1, 1967 to July 1, 1968

1st six months	56% of \$3.32 or \$1.86 per Hour
2nd six months	60% of 3.32 or 1.99 " "
3rd six months	70% of 3.32 or 2.32 " "
4th six months	75% of 3.32 or 2.49 " "
5th six months	80% of 3.32 or 2.65 " "
6th six months	85% of 3.32 or 2.82 " "
7th six months	90% of 3.32 or 2.99 " "
8th six months	95% of 3.32 or 3.15 " "
Thereafter	100% of 3.32 or 3.32 " "

July 1, 1968 to July 1, 1969

1st six months	56% of \$3.43 or \$1.92 per Hour
2nd six months	60% of 3.43 or 2.05 " "
3rd six months	70% of 3.43 or 2.40 " "
4th six months	75% of 3.43 or 2.57 " "
5th six months	80% of 3.43 or 2.74 " "
6th six months	85% of 3.43 or 2.91 " "
7th six months	90% of 3.43 or 3.08 " "
8th six months	95% of 3.43 or 3.26 " "
Thereafter	100% of 3.43 or 3.43 " "

Apprentices who are hired at a starting rate which is higher than the rate for the first six months as shown above shall establish a position in the above scale according to the rate at which they were hired. From there on, they shall be granted successive increases after each six months of employment according to subsequent progressions as outlined in the above scale.

EXAMPLE:

Where an Apprentice is hired at the 3rd six months period of the apprentice schedule, with credit for one year's experience or a starting rate of \$2.25 per hour, at the end of six months he will be increased to the next rate of the apprentice schedule and increases shall be progressive according to the schedule until the journeyman rate is reached. If the end of the six months period coincides with the new contract as of July 1st, 1967 he will receive the apprentice scheduled increase plus the contract increase that coincides with the same period. This shall also apply as of July 1, 1968.

Section 14. Number of Apprentices. Apprentices shall be employed only in the ratio of not more than one (1) to each five (5) mechanics. The shop, itself, however, shall be entitled to one (1) apprentice regardless of the number available under the ratio as set forth above.

Section 15. Night Shift Premium. A night shift premium of ten cents (10¢) per hour shall be added to the earnings of those employees who work on a shift which begins before 6:00 A.M. or ends after 6:00 P.M. Such premiums shall not be paid to a day shift employee working overtime and being paid for such overtime.

Section 16. Classes of Instruction. An employee who is requested to attend a class of instruction away from the shop, shall, for the time so spent, be compensated at the regular hourly rate of pay. For example - Effective July 1, 1966, the hourly rate for mechanics shall be \$3.22 per hour; the rate for bodymen shall be \$3.39 per hour. Effective July 1, 1967, the hourly rate for mechanics shall be \$3.32 per hour; the rate for bodymen shall be \$3.49 per hour. Effective July 1, 1968, the hourly rate for mechanics shall be \$3.43 per hour; the rate for bodymen shall be \$3.60 per hour.

EXAMPLE:

For each major part of a full day spent at class of instruction the employee shall receive a full day's pay based upon 8 hours or 8 hours and 30 minutes. For each major part of a half-day spent at class of instruction the employee shall receive one-half day's pay based upon 4 hours or 4 hours and 15 minutes (depending on their work schedule).

Section 17. Switching - Hourly - Flat Rate. Where mechanics are normally working on flat rate they shall not be arbitrarily switched to an hourly rate simply

because they are temporarily working on Factory Warranty Work (1863) or on work which is ordinarily flat rated. Also where two or more men are working on the same kind of a job they shall be paid on the same basis. Example: If two men are assigned to work on a rear end job one should not be paid on a flat rate basis and the other on an hourly basis.

Subsection A

Effective July 1, 1966, where employees are hired on an hourly basis or are transferred to do Factory Warranty Work (1863) or new car inspection work, they shall not be paid less than the mechanic's hourly rate of three dollars and twenty-two cents (\$3.22). Effective July 1, 1967, this rate shall be increased to three dollars and thirty-two cents (\$3.32) per hour. Effective July 1, 1968, this rate shall be increased to three dollars and forty-three cents (\$3.43) per hour.

Section 18. Method of Compensation. The method of compensation, be it flat rate or hourly, shall not be changed during the life of this Agreement unless a change is agreeable to the employees and the Union.

Section 19. Truck Work. Mechanics, while engaged on truck work above Model F-350 are to be paid a rate which is at least twenty-five cents (25¢) per hour above the hourly rate for passenger car work. (This may be achieved, for flat rate mechanics, by adjusting the customer labor charge on this type of work to insure the mechanic at least this amount.)

Section 20. Bodymen - Earnings - Hourly Rate. Effective July 1, 1966, it is agreed that all flat rate employees working on customer or internal body and fender work shall be paid at least \$3.39 per clock hour, but only while working on such customer or internal work. Effective July 1, 1967, this rate shall be \$3.49 per clock hour. Effective July 1, 1968, this rate shall be \$3.60 per clock hour. Flat rate employees working on insurance or combination work that cannot be separated such as body and fender bump work or combined with painting and/or assembly work, shall be paid at least \$3.52 per clock hour, but only while working on such jobs. Effective July 1, 1967, this rate shall be \$3.62 per clock hour. Effective July 1, 1968, this rate shall be \$3.73 per clock hour. Where it is evident that the job is priced too low, the employee shall have the right to keep track of the actual time required to do the job and shall be paid at least the applicable rates specified in this Section for each hour so worked. There shall be a "hard copy" attached to all mechanical, body, assembly, paint and other jobs when they go into work and such "hard copy" shall indicate either the time allowed for

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the job, the charge for the job, or both. Material and labor shall be separated on body, fender and paint work and the "hard copy" will show either the time and/or charge for the job which forms the basis upon which the employee shall be paid with no deduction for material.

Subsection A

Effective July 1, 1966, hourly rated bodymen shall be paid a minimum of three dollars and thirty-nine cents (\$3.39) per hour. Effective July 1, 1967, bodymen shall be paid a minimum of three dollars and forty-nine cents (\$3.49) per hour. Effective July 1, 1968, bodymen shall be paid a minimum of three dollars and sixty cents (\$3.60) per hour.

ARTICLE IVHOURS OF WORK - GUARANTEES - OVERTIME

Section 1. Forty (40) hours shall constitute a week's work, Monday to Friday inclusive. Eight (8) hours shall constitute a day's work. The work day shall begin at the Dealer's regularly established starting time. EXCEPT where requested by the Dealer, the employees in an individual shop may vote by secret ballot supervised by both the Dealer or his designated representative and the union representative to work 42-1/2 hours per week, Monday through Friday inclusive, 8-1/2 hours per day. Where the employees in an individual shop elect the 42-1/2 hour work week, same shall prevail for the duration of this agreement. Employees shall not be forced to work on Saturday, and by reason of refusing to work on Saturday they shall not be penalized in any way. The same conditions shall apply to night shift when night shifts shall be employed. Employee's lunch period shall be mutually agreed upon by the Dealer and his employees in each individual shop. Where the Dealer is working a forty-two and one-half (42-1/2) hour work week and is required by Federal law to reduce the work week to forty (40) hours, he may do so.

Section 2.

- (a) Effective July 1, 1966, journeymen working on flat rate work shall be guaranteed one hundred fifteen dollars (\$115.00) for forty (40) or for forty-two and one-half (42-1/2) hours, Monday through Friday. Effective July 1, 1967, this shall be increased to one hundred twenty dollars (\$120.00). Effective July 1, 1968, this shall be increased to one hundred twenty-five dollars (\$125.00).
- (b) Effective July 1, 1966, semi-skilled employees working on flat rate shall be guaranteed one hundred three dollars (\$103.00) for forty (40) or for forty-two and one-half hours,



Monday through Friday. Effective July 1, 1967, this shall be increased to one hundred eight dollars (\$108.00). Effective July 1, 1968, this shall be increased to one hundred thirteen dollars (\$113.00).

- (c) Apprentices working on flat rate shall be guaranteed earnings for forty (40) or for forty-two and one-half (42-1/2) hours, Monday through Friday, as set forth in the following schedule:

	July 1, 1966 to July 1, 1967	July 1, 1967 to July 1, 1968	July 1, 1968 to July 1, 1969
1st six months	\$ 78.37	\$ 81.78	\$ 85.19
2nd six months	82.87	86.47	90.08
3rd six months	87.50	91.31	95.12
4th six months	92.07	96.07	100.08
5th six months	96.63	100.83	105.04
6th six months	101.19	105.59	110.00
7th six months	105.75	110.35	114.96
8th six months	110.34	115.14	119.95
Thereafter	115.00	120.00	125.00

Apprentices who are hired at a starting guarantee rate which is higher than the guarantee for the first six months as shown above shall establish a position in the above scale according to the guarantee rate at which they were hired. From there on, they shall be granted successive increases after each six months of employment according to subsequent progressions as outlined in the above scale.

EXAMPLE:

Where an Apprentice is hired at the 3rd six months period of the apprentice schedule, with credit for one year's experience or a starting guarantee of \$87.50 per week, at the end of six months he will be increased to the next guarantee rate of the apprentice schedule and increases shall be progressive according to the schedule until the journeyman guarantee rate is reached. If the end of the six months period coincides with the new contract as of July 1, 1967 he will receive the apprentice scheduled increase plus the contract increase that coincides with the same period. This shall also apply as of July 1, 1968.



- (d) Employees working on hourly rate shall be guaranteed forty (40) or forty-two and one-half (42-1/2) times their straight time hourly rate, Monday through Friday.
- (e) One-half the hourly rate established for each classification shall be added to employees' earnings for work performed over eight (8) hours in any one day and forty (40) hours in any one week, or any work performed on Saturdays, Sundays and holidays and days proclaimed holidays. All employees working on the hourly rate shall receive overtime pay based on their hourly rate.
- (f) Where the Dealer maintains a work week of forty-two and one-half (42-1/2) hours, Monday through Friday, the following overtime provisions shall be used:

One-half the hourly rate established for each classification shall be added to employees' earnings for work performed over eight hours and thirty minutes (8 hrs., 30 min.) in any one day and forty-two and one-half (42-1/2) hours in any one week, or any work performed on Saturdays, Sundays and holidays or days proclaimed holidays. All employees working on the hourly rate shall receive overtime pay based on their hourly rate.

- (g) The forty-two and one-half (42-1/2) hours mentioned in (a), (b), (c), (d) and (f), applies where the employees voted as provided for in Section 1 of this Article and work the work week of forty-two and one-half (42-1/2) hours Monday through Friday.
- (h) Guarantees and Overtime Pay for Saturdays and Holidays when worked. Hourly rated employees shall be guaranteed a minimum of four (4) hours work at time and one-half their respective hourly rates.

Flat rate employees shall be guaranteed a minimum of four (4) hours work at time and one-half of the regular hourly rate for their respective classifications. They shall have one-half the hourly rate added to their earnings but in no case shall be paid less than their Saturday and holiday guarantee as shown in the following example:

EXAMPLE:

The mechanic's hourly rate for the first year of the Agreement is three dollars and twenty-two cents (\$3.22) per hour. He will receive three dollars and twenty-two cents (\$3.22) per hour plus one-half (1/2) this amount (\$1.61) or a total of four dollars and eighty-three cents (\$4.83) per hour, making a guarantee of nineteen dollars and thirty-two cents (\$19.32) for four (4) hours Saturday and/or holiday work.

Where an employee earns ten dollars (\$10.00) from his straight time bookings on Saturday and/or holiday work, he will be paid nineteen dollars and thirty-two cents (\$19.32), since ten dollars (\$10.00) plus \$1.61 times 4 (\$6.44) is less than the guarantee of nineteen dollars and thirty-two cents (\$19.32).

Where an employee earns fifteen dollars (\$15.00) from his straight time bookings on Saturday and/or holiday work, he will be paid fifteen dollars (\$15.00) plus \$1.61 times 4 (\$6.44) or twenty-one dollars and forty-four cents (\$21.44).

- (i) Effective July 1, 1966, Saturday and holiday overtime rate and guarantee for bodymen shall be based on the bodyman's hourly rate of three dollars and thirty-nine cents (\$3.39) per hour. Effective July 1, 1967, Saturday and holiday rate and guarantee for both mechanics and bodymen shall be increased ten cents (10¢) per straight time hour. Effective July 1, 1968, Saturday and holiday rate and guarantee for both mechanics and bodymen shall be increased eleven cents (11¢) per straight time hour.
- (j) No premiums or earnings for Saturday shall be used to make up the forty (40) or forty-two and one-half (42-1/2) hour guarantee.
- (k) In no case shall any employee coming under the jurisdiction of Automobile Mechanics' Local No. 701 be forced to take time off for overtime worked. No employee shall take time off without the approval of the proper official of the Dealer.
- (l) There shall be no overtime on overtime.

Section 3. It is mutually understood that the guarantees shall be increased proportionately with any increase in hours worked during the work week and that they shall be reduced proportionately when mechanics, apprentices or semi-skilled workers, of their own accord, or without the fault of the Dealer, such as, fire, loss of power, etc., shall not work a full week of forty (40) or forty-two and one-half (42-1/2) hours.

Section 4. The Union agrees that it will never request that the guarantee for flat rated mechanics be equal to forty (40) times the hourly rate being paid to hourly rated mechanics.

Section 5. It is further understood that the computation of the weekly guarantee to mechanics stated above shall include credit for the estimated finished portion of any unbilled work in progress, and there shall be a separate work order for work done on Saturday or holidays that was not finished the preceding day.

Section 6. Weekly guarantees shall not apply to any mechanic, apprentice or semi-skilled worker who consistently takes time away from work during his regular working hours without the permission of his supervisor.

Section 7. The weekly guarantees shall be reduced by one-fifth (1/5th) when a full national holiday occurs during the work week, and shall be reduced by one-tenth (1/10th) when a "half" holiday occurs during the work week.

Section 8. The guarantee shall be based upon the calendar week. This is to say that if a man reports for work on Monday and has not been notified not to report for work not later than the last day of the previous work week he shall be entitled to the guarantee in accordance with this Article. An employee called back for work in the week in which he was laid off and who reports for work shall be entitled to the full week's guarantee in accordance with this Article.

Section 9. A Dealer nor any of his employees shall not enter into any Agreement or Contract that is contrary to this Agreement without the approval of the Dealer and the Union, in writing.

## ARTICLE V

### HOLIDAYS

Section 1. New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. (Where one of these holidays falls on Sunday, the following Monday shall be observed and paid for as such). In addition to these holidays, the last one-half scheduled work day before Christmas Day and the last one-half scheduled work day before New Year's Day shall be observed as "half" holidays. (Where one of these "half" holidays falls on a Saturday or Sunday, the last one-half scheduled work day shall be observed and paid for as such).

Section 2. Holiday Pay. When any one of the above named holidays falls within or is observed during the work week (Monday through Friday) bodymen, painters, mechanics, apprentices and semi-skilled workers working on a flat rate basis will be paid eight (8) or eight and one-half (8-1/2) - depending on their work schedule) - times their hourly rate for their respective classification for that day. Also, bodymen, painters, mechanics, apprentices and semi-skilled workers regularly employed on an hourly rate, holiday pay shall be computed on the basis of eight (8) or eight and one-half (8-1/2) - (depending on their work schedule) - times their respective straight time hourly rates; - provided, however, that the employee works the scheduled work day or the scheduled one-half work day, whichever applies, immediately before and immediately after each such holiday respectively. The hours mentioned in this Section shall be reduced by one-half (1/2) when computing holiday pay for the "half" holidays designated above. Holiday pay shall be added to their reduced guarantees as defined in Article IV, Section 7. This holiday pay shall not be used to make up such guarantees. Where a holiday falls on a Saturday the employee shall be paid eight (8) or eight and one-half (8-1/2) times his hourly rate in addition to his full week's guarantee or earnings whichever is the greater.

Section 3. Where work is performed on any of the holidays listed in Section 1 of this Article V, the holiday pay shall be added to employee's earnings, guarantees and overtime pay, as outlined in Article IV, Section 2, paragraphs (e) and (f).

## ARTICLE VI

### VACATIONS

Section 1. The vacation period shall be from May 1st to October 1st of any year and vacations shall be taken according to seniority in accordance with Article VIII unless, by agreement between the Dealer and his employees, another method is pursued. The regular vacation periods of employees may be switched by mutual agreement between the employee and the Dealer. Vacations may be taken at times other than between May 1st and October 1st if agreeable to the Dealer.

Section 2. Bodymen, painters, mechanics, apprentices and semi-skilled workers who shall have been in the continuous active employ of the Dealer for less than one (1) year as of May 1st of any year during the life of this Agreement but more than six (6) months shall be entitled to vacation allowance with pay of one (1) day for each month worked beginning with the eighth (8th) month and continuing to and including the twelfth (12th) month of employment. Twelve (12) continuous months of employment shall entitle the employee to one (1) week's vacation with pay.

Bodymen, painters, mechanics, apprentices and semi-skilled workers who shall have been in the continuous active employ of the Dealer for two (2) years as of May 1st of any year during the life of this Agreement shall be entitled to two (2) weeks vacation with pay.

Bodymen, painters, mechanics, apprentices and semi-skilled workers who shall have been in the continuous active employ of the Dealer for twelve (12) years as of May 1st of any year during the life of this Agreement shall be entitled to three (3) weeks vacation with pay

Bodymen, painters, mechanics, apprentices and semi-skilled workers who shall have been in the continuous active employ of the Dealer for twenty (20) years as of May 1st of any year during the life of this Agreement shall be entitled to four (4) weeks vacation with pay.

Any third and/or fourth week of vacation shall be taken during the vacation period at a time suitable to the Dealer.

Where an employee takes his vacation after the May 1st cutoff date but before the new contract is bargained, he shall be given a vacation on the basis of the new contract up or down.

Section 3. Temporary Lay-Off. It is not required that the Dealer shall give any notice to an employee being laid off other than being notified not later than Friday of any week not to report for work the following week or weeks. He shall not receive compensation of any kind for the weeks of his absence from work. However, should the employee wish to decide at the time of layoff to quit rather than be subjected to such layoff, he shall be paid his regular vacation pay (as provided for in Section 2 of this Article) plus his pro-rata vacation pay, i. e., that which he has accumulated since the last May 1st preceding his quitting. When and if he returns to employment his status shall be that of a new employee.

Section 4. Quitting With or Without Notice. Bodymen, painters, mechanics, apprentices and semi-skilled workers who shall quit the employment of the Dealer without notice shall be entitled to vacation allowance accumulated prior to the May 1st last preceding the time of their quitting but they shall not be entitled to any pro-rata share of vacation allowance that may have accumulated following the last May 1st preceding their quitting.

Employees giving one (1) week's notice of their intention to quit during or prior to the vacation period shall be paid their regular vacation plus their accumulated vacation benefits at the time of leaving the Dealer's employ. These accumulated vacation benefits shall be computed on the basis of one-twelfth (1/12th) of the vacation benefit such quitting employee would have been eligible for on the next May 1st for every month of service since the last May 1st. A new employee will



receive no accumulated vacation benefit at the time of quitting under this Section unless he has been continuously employed for at least six (6) months. For each month of service after his first six (6) months such new employee shall receive one-twelfth (1/12th) of the vacation benefit he would have been eligible for on the next May 1st.

Sixteen (16) days of service in any month will be counted as a full month of service for the purpose of this Section. Time spent on vacation shall be considered as time in service.

Section 5. The Dealer has the right to discharge any employee found to be unsatisfactory by the Dealer, subject to Articles I and VIII of this Agreement. Employees who are discharged for drunkenness, theft, refusal to do work for which they were employed, or for any act considered by both the Dealer and the Union to be cause for discharge shall not be entitled to vacation or vacation allowance.

Employees who are permanently laid off or whose employment is terminated for reasons other than the reasons stated in this Section 5 shall be entitled to their regular and pro-rata vacation allowance. It is mutually understood, however, that discharge for cause shall be subject to the joint examination of the Dealer and the Union according to the complaint procedure of this Agreement, and if the Dealer and the duly constituted official of the Union cannot agree, the matter shall be referred to arbitration in accordance with Article VIII of this Agreement.

Section 6. Vacation pay for mechanics shall be based upon the following schedule:

<u>When Average Earnings Are:</u>	<u>Vacation Pay Will Be:</u>
\$135.00 or over per Week	\$135.00 per Week
130.00 to \$135.00 per Week	130.00 " "
125.00 to 130.00 " "	125.00 " "
120.00 to 125.00 " "	120.00 " "
115.00 to 120.00 " "	115.00 " "
110.00 to 115.00 " "	110.00 " "
105.00 to 110.00 " "	105.00 " "
100.00 to 105.00 " "	100.00 " "
95.00 to 100.00 " "	95.00 " "
90.00 to 95.00 " "	90.00 " "
85.00 to 90.00 " "	85.00 " "
80.00 to 85.00 " "	80.00 " "
75.00 to 80.00 " "	75.00 " "
Less than \$75.00 per Week	70.00 " "

Effective July 1, 1967, the maximum pay of the above schedule shall be increased to one hundred forty dollars (\$140.00) per week. Effective July 1, 1968, the maximum pay of the above schedule shall be increased to one hundred forty-five dollars (\$145.00) per week.



Average earnings as used here means the average earnings for the year from May 1st of the previous year to May 1st of the current year. In case of lost time due to injury on the job, the average of the weeks actually worked will be used.

Where the employee takes his vacation at a time when one of the holidays specified in this Agreement falls, he shall receive an extra day's pay (as specified in Article V, Section 2), or an extra day off with such pay.

Vacation pay for apprentices and semi-skilled workers who have worked on the flat rate basis any time during the period May 1st to May 1st shall be based upon their average earnings over that period in accordance with the following schedule:

<u>When Average Earnings Are:</u>	<u>Vacation Pay Will Be:</u>
\$135.00 or over per Week	\$135.00 per Week
130.00 to \$135.00 per Week	130.00 " "
125.00 to 130.00 " "	125.00 " "
120.00 to 125.00 " "	120.00 " "
115.00 to 120.00 " "	115.00 " "
110.00 to 115.00 " "	110.00 " "
105.00 to 110.00 " "	105.00 " "
100.00 to 105.00 " "	100.00 " "
95.00 to 100.00 " "	95.00 " "
90.00 to 95.00 " "	90.00 " "
85.00 to 90.00 " "	85.00 " "
80.00 to 85.00 " "	80.00 " "
75.00 to 80.00 " "	75.00 " "
70.00 to 75.00 " "	70.00 " "
65.00 to 70.00 " "	65.00 " "
60.00 to 65.00 " "	60.00 " "
55.00 to 60.00 " "	55.00 " "
50.00 to 55.00 " "	50.00 " "
45.00 to 50.00 " "	45.00 " "
40.00 to 45.00 " "	40.00 " "

Effective July 1, 1967, the maximum pay of the above schedule shall be increased to one hundred forty dollars (\$140.00) per week. Effective July 1, 1968, the maximum pay of the above schedule shall be increased to one hundred forty-five dollars (\$145.00) per week.

Vacation pay for apprentices and semi-skilled workers on the hourly basis shall be computed on the basis of forty (40) hours per week at their regular hourly rates of pay. (Where the Dealer under the provisions of Article IV, Section 1, is on a forty-two and one-half (42-1/2) hour per week schedule for six (6) months during any vacation eligibility year (May 1st to May 1st) vacation pay will be based upon forty-two and one-half (42-1/2) hours per week at their hourly rates of pay.)

Section 7. It is agreed that vacation pay will be paid to all employees before they take their vacations; also, that a vacation schedule shall be posted by the Dealer not later than May 1st of each year; it is also agreed that where an employee dies his beneficiary will be paid any vacation pay including his pro-rata share due him.

Section 8. When and if the Dealer shall sell or transfer his business to new ownership he shall be obligated to his employees for all accumulated vacation allowances and other benefits of employment up to the time of sale or transfer. The new owner shall have the right to notify the employees that they may continue in their employment and retain all of the benefits of same, or he may notify them that, as of the date of his assumption of ownership, their status is that of new employees and thus afford to them opportunity to seek employment elsewhere if they so desire. If he does not notify them that their status is that of new employees, he shall be obligated for all seniority rights and vacation pay.

## ARTICLE VII

### SENIORITY

Section 1. Seniority, as the term is used herein, means the length of continuous service of any employee from the date of first employment by the Dealer. Seniority shall be applied by classification and department. The classifications covered by this Agreement are defined in Article II.

Section 2. In the event of a decrease or an increase in the number of mechanics, apprentices and semi-skilled workers employed by the Dealer the following factors shall govern:

In case of shop layoffs where two employees are capable of doing the job, the one with less seniority shall be laid off first and shall be called back in the reverse order of that in which he was laid off.

Where an employee is not able to earn his guarantee regularly because of age, sickness or disability, the Union and the Dealer will discuss the matter with the view of reducing that employee's guarantee so that, if possible, he may continue to work rather than to be laid off.

Section 3. Promotions shall be made by the Dealer within his sole discretion, but in making promotions, he shall consider seniority as well as ability, efficiency, knowledge, skill and training.

Section 4. Voluntarily leaving the employ of the Dealer or absence in excess of six months as the result of a layoff shall break the seniority of any bodyman, painter, mechanic, apprentice or semi-skilled worker, except where an authorized

leave of absence has been granted. However, individual consideration may be given to the case where such unemployment has been caused by sickness or disability. Reinstatement during a layoff of six (6) months or less, or any authorized leave of absence shall restore previous seniority rating.

Bodymen, painters, mechanics, apprentices and semi-skilled workers shall not be considered regular employees until they have worked thirty-one (31) days. During this period they shall be without seniority status or privileges but if their employment continues beyond thirty-one (31) days, their seniority shall commence as of the day they first entered the employ of the Dealer.

Section 5. Any bodyman, painter, mechanic, apprentice or semi-skilled worker who shall fail, without reasonable excuse, to report when called to work or who fails to report within three (3) days after being notified to return after a layoff, and who does not, within three (3) days after being notified to return after a layoff period present to the Dealer a satisfactory reason for his failure to report shall be considered as having voluntarily terminated his employment with the Dealer.

Section 6. See Article XIII, Sections 3 and 4 relative to discharges.

## ARTICLE VIII

### COMPLAINTS

Section 1. Should complaints arise between the Dealer and his employees in the classifications covered by this Agreement, either individually or collectively, which shall be confined to the meaning and application of the provisions of this Agreement, they shall be settled at the earliest possible time by the use of the following procedure:

#### STEP ONE:

The employee, himself, shall present the matter in dispute for settlement to the Dealer or the latter's authorized representative and at the same time shall notify the Union not later than thirty (30) days following the occurrence of the matter causing the dispute. If this is not done the complaint shall not be valid. If the parties are not able satisfactorily to adjust the complaint within a reasonable time, then

#### STEP TWO:

The complaint shall be taken up by the Union's representative and the Labor Committee of the Ford Dealers' Club of Greater Chicago. This shall be done within ten (10) days from the time the complaint is presented to the Dealer or his authorized representative.

STEP THREE:

If the complaint is not settled in the second step within a period of fifteen (15) days time it shall, at the request of either party, be submitted to arbitration before a Board consisting of three (3) persons, one selected by the Dealer, one by the Union and one by the first two. Such latter selectee shall act as Chairman of the Board of Arbitration. In the event said first two arbitrators are unable to agree upon the third arbitrator they shall jointly request the American Arbitration Association to appoint such third arbitrator. Arbitration hearings shall be commenced as soon as convenient after the selection of said Board. Each party shall pay the expenses of its own arbitrator and one-half of the expense of the third arbitrator and of the arbitration proceedings. A decision of a majority of the Board of Arbitration shall be final and binding upon all parties concerned, and shall be rendered not later than ninety (90) days from the established date of the complaint.

Section 2. A duly constituted representative of the Union shall be permitted access to the Dealer's premises for the purpose of adjusting complaints individually or collectively.

ARTICLE IX

STRIKES AND LOCKOUTS

Section 1. In consideration of Article VIII, Section 1, it is mutually understood and agreed that no strikes, lockouts, slowdowns or other stoppages of work shall take place during the life of this Agreement. Where either party refuses to abide by Article VIII, Step 3, by failing to agree to arbitration within fifteen (15) days after Step 2, of Article VIII, this Article shall not apply.

Section 2. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through or work behind a picket line which has been authorized or sanctioned by Local No. 701, International Association of Machinists & Aerospace Workers, and the Teamsters' Joint Council No. 25, I. B. T.

Section 3. It shall be a violation of this Agreement for employees of Automobile Dealers represented by the above unions to refuse to go through or work behind a picket line authorized by any union other than Local No. 701, I. A. M & A. W., and the Teamsters' Joint Council No. 25, I. B. T.

Section 4. Notwithstanding any other provision of this Agreement to the contrary, if the Dealer fails or refuses to remit the monthly Health and Welfare Fund or

Pension Fund contribution herein provided within twenty (20) days after a Notice of Delinquency is mailed to the Dealer via certified mail, by the Administrator of the Health and Welfare or the Pension Fund, then, in such event, the Union, without the necessity of giving any other or further notice, shall have the right to strike or take such other legal action as it shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event any such action is taken by the Union, the Dealer shall be responsible to the employees for any losses of any Health and Welfare or Pension benefits resulting therefrom.

Section 5. Notwithstanding any other provision of this Agreement to the contrary, if the Dealer fails or refuses to remit to the Union the dues and initiation fees which the Dealer has been authorized to deduct as provided in Article 1, Section 3, within twenty (20) days after a Notice of Delinquency is mailed via certified mail to the Dealer by the Union, then, in such event, the Union, without the necessity of giving any other or further notice, shall have the right to strike or take such other legal action as it shall deem necessary or appropriate during the period that any delinquency shall continue.

Section 6. The Union shall not have the right to strike, as herein provided, if the Dealer notifies the Union and, where Pension and/or Health and Welfare contributions are involved, also notifies the Administrator of each Fund, in writing, that a dispute exists concerning the amount of or liability for such contributions or remittances and the Dealer agrees to and does commence to avail himself of the complaint procedure as specified in Article VIII hereof. When the complaint is in Step 3 of the complaint procedure, then, in the event the Dealer fails or refuses to name its arbitrator within five (5) days after being requested to do so by the Union, or in the event the arbitrator designated by the Dealer refuses to join with the Union arbitrator in a request for the appointment of a third arbitrator within five days after being requested to do so by the Union arbitrator, then this Section 6 shall be null and void and the Union shall have the right to strike as hereinabove provided.

## ARTICLE X

### EMPLOYEE RESPONSIBILITY

It is mutually understood and agreed that no employee shall be permitted to perform repair work away from the premises of the Dealer and that any employee who does so shall be subject to discipline by the Union. It is further understood and agreed that no mechanic may work on his own car or on any other employee's car on the premises of the Dealer unless a Repair Order covering such work is properly issued. When a Repair Order shall be properly issued, the price to be charged for the work and the material involved shall be determined by the Dealer.

The Union agrees to do all in its power to maintain the efficient performance of its members and to remind them of their obligations to the Dealer and to the customer.



Employees who are assigned specific stalls in which to work are required to keep stalls and benches where used reasonably cleaned and presentable.

## ARTICLE XI

### HEALTH AND WELFARE PLAN

\$3.00 per Week - Effective and retroactive to July 1, 1966

The Dealer will contribute to the Union's Health and Welfare Fund on the following basis:

- (a) The amount of \$3.00 per employee per week shall be contributed by the Dealer for each employee covered under the collective bargaining Agreement for any week in which such employee performs any service for the Dealer. This shall apply to new employees from the date of hire.
- (b) If an employee is absent because of non-occupational illness or injury, the Dealer shall continue to make the required \$3.00 contribution for a period of four full weeks.
- (c) If an employee is absent because of occupational illness or injury, the required \$3.00 contribution shall be made until the employee returns to work, or for a period not to exceed the weekly indemnity period specified in the plan.
- (d) All leaves of absence, when granted by the Dealer, shall be conditioned upon the Dealer and the employee making satisfactory arrangements for the employees paying the \$3.00 weekly contribution to the Health and Welfare Fund, and the transmittal of the employee's payment shall be made by the Dealer for the period of such granted leave of absence.

## ARTICLE XII

### PENSION FUND

The Dealer will contribute the sum of four dollars (\$4.00) per week for each employee covered by this Agreement to the Pension Fund of the Automobile Mechanics' Local No. 701. There shall be no increase in the Dealer contribution of four dollars (\$4.00) per week prior to July 1st, 1969. (Payments shall be made so as to



reach the Pension Fund office not later than the 10th of the following month; for example - the July payment shall be made not later than August 10th.) The Fund shall in all respects be administered in accordance with the Trust Agreement drawn.

The Pension Plan shall be administered by the Board of Trustees composed of an equal number of Employer Trustees and Union Trustees. Employer Trustees to be made up of those groups paying into said Pension Fund.

The Dealer's liability and method of payment is limited as follows:

- (a) The amount of \$4.00 per employee per week shall be contributed for each employee covered under the collective bargaining Agreement for any week in which such employee performs any service for the Dealer, even when performing emergency service outside of the bargaining unit because of illness or vacation replacement in the Dealer's establishment. This shall apply to new employees from the date of hire.
- (b) If an employee is absent because of non-occupational illness or injury, the Dealer shall continue to make the required \$4.00 contribution for a period of four weeks.
- (c) If an employee is absent because of occupational illness or injury, the required \$4.00 contribution shall be made until the employee returns to work, or for a period of thirteen weeks whichever period is the shorter.

### ARTICLE XIII

#### MANAGEMENT RESPONSIBILITY

Section 1. It is mutually understood and agreed that nothing in this Agreement shall deprive the Dealer of full responsibility for the operation of his business, including the authority to hire, promote, demote, transfer, discipline, or discharge, to give merit increases and to enact plant policies, plant rules, and regulations, which are not in conflict with the terms of this Agreement or past policies.

Section 2. It shall be permissible, when business is slack, for the Dealer to assign men to work on work other than that on which they are regularly classified where such work would not be hazardous for them due to lack of experience and training. When this occurs, the man so assigned shall receive the appropriate hourly rate for his normal classification. This may be done provided it does not

create an infringement of the jurisdiction of another union. Money earned under these circumstances shall be considered a part of the employee's regular flat rate earnings.

Section 3. Except where an employee is discharged for theft, drunkenness, refusal to do work for which they were employed, or for other reasons mutually agreed to by the Dealer and the Union, employees will be given at least two written warning notices with copies to the Union before they are discharged. These accumulated notices shall not carry over from one calendar year to another.

Section 4. It is understood that employees who are discharged will be told of this fact at the time they are discharged. The Dealer will also notify the Union in all cases where an employee is discharged. The Dealer will notify the Union in advance of such discharges when, in his judgment, this is possible or desirable. This is not to be construed to mean that the Dealer does not have the right to discharge an employee without prior notice to the Union. It only means that if the situation is such that the Dealer may consistently do so, he will inform the Union before taking such action.

Section 5. It is understood that the Dealer may continue to subcontract (let out) work which he has customarily subcontracted and any work which he determines to subcontract in the future during the term of this Agreement. It is understood that such subcontracting will not be done if this would cause any of the Dealer's employees, who are available and capable of doing the work, to be idle because of such subcontracting. This does not mean that the Dealer may not close a department of his service activity and lay off men who worked in that department according to the seniority provisions of this Agreement if he determines that continuing to operate that department is not economically feasible. Where the Dealer decides to close a department he will give at least thirty (30) days notice to the men who normally work in that department.

Section 6. The Dealer will bear one-half of the actual expense of coveralls or uniforms up to and including three (3) changes per week. The Dealer will assume all the expense for additional changes above three (3) where he requires the men to use more than three.

Section 7. The Dealer shall be responsible for providing proper equipment in order to maintain normal safety standards under Illinois law.

Section 8. Employees required to perform jury service shall be paid the regular hourly rate for their classification for time so spent provided they endorse their jury duty pay check and turn it over to the Dealer as proof that they have served on a jury.

ARTICLE XIV

GOOD FAITH CLAUSE

It is mutually agreed that the subjects set forth in this Agreement constitute the complete Agreement between the Dealer and the Union and that neither will request bargaining on any other subject during the life of this Agreement.

ARTICLE XV

SAVINGS CLAUSE

If any provision of this Agreement is or shall be in contravention of the laws or regulations of the United States or of the State of Illinois, all other provisions of this Agreement shall continue in full force and effect, and both parties to this Agreement agree to discuss any Article or Section of this Agreement so affected.

ARTICLE XVI

ADJUSTMENT OF PAYMENTS OVER AGREEMENT

Where the Dealer is now paying higher percentage, higher guarantees, higher hourly rates or other benefits that are covered by the contract, he may not cut back unless the Dealer's employees, by a separate majority vote in the mechanical or body departments agree to this and sign a statement to that effect, a copy to be given to the Union and the Dealer. The vote referred to in the foregoing must be conducted under the auspices of Local No. 701 and the Dealer. This shall be done by secret ballot.

ARTICLE XVII

DURATION OF AGREEMENT

THIS AGREEMENT shall continue in full force and effect from July 1, 1966 to July 1, 1969. Notice of a desire by either party to modify or terminate this Agreement shall be given at least sixty (60) days prior to the expiration date

hereof. In the event that notice is not given by either party within the above time, then the Agreement shall continue from year to year according to its original terms.

SIGNED:

DEALER

\_\_\_\_\_  
By \_\_\_\_\_

SIGNED:

UNION

AUTOMOBILE MECHANICS' LOCAL NO. 701,  
I.A.M. & A.W., AFL-CIO.

By \_\_\_\_\_  
D. M. Burrows, Business Manager.

Dated: \_\_\_\_\_

CLARIFICATION OF THAT PART OF THE PENSION FUND CLAUSE OF THE  
LOCAL NO. 701, I.A.M. & A.W., AGREEMENT WITH THE FORD DEALERS'  
CLUB OF GREATER CHICAGO COVERING EMPLOYEES WHO ARE OFF  
BECAUSE OF SICKNESS OR INJURY NOT INCURRED IN THE SHOP.

Payments to employees' Pension Fund shall be made as per Agreement, with the following exceptions:

- (1) Where employee is absent from work and is presumed to be off sick or injured, such sickness or injury not incurred in his regular employment, the Employer shall not be required to continue to make the \$4.00 weekly contribution for said employee "for a period of four weeks," as stated in the Agreement, unless said employee is being paid for under Local No. 701 Welfare Plan with the required doctor's certificate stating said employee is sick or injured and is under doctor's care. The Dealer shall inquire as to the circumstances in each individual case.
- (2) Where an employee takes time off on his own other than his regular vacation, the Employer shall not be obligated for Pension Fund payments for the week/weeks such employee is absent from work.

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212

AUG 22 1966

August 15, 1966

Mr. D. M. Burrows, Business Manager  
International Association of Machinists  
and Aerospace Workers  
133 South Ashland Boulevard  
Chicago, Illinois 60607

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Ford Dealers Association, Chicago, Illinois and the International Association of Machinists and Aerospace Workers local #701.

The agreement we have on file expired in June 1966.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

*Arthur M. Ross*

Arthur M. Ross  
Commissioner

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 618
2. Number and location of establishments covered by agreement 44  
See List attached
3. Product, service, or type of business Repair of Automobiles
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

BUSINESS MANAGER

(Your name)  
D. M. BURROWS  
133 S. Ashland Blvd.,

(Position)  
Chicago, Ill. 60607  
(City and State)